

SERIAL 06058 C WATER TOWERS, 12,000 GAL., SELF-RAISING, WHEEL MOUNTED

DATE OF LAST REVISION: August 17, 2006 CONTRACT END DATE: August 31, 2007

CONTRACT PERIOD THROUGH AUGUST 31, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WATER TOWERS, 12,000 GAL., SELF-RAISING, WHEEL MOUNTED**
(NIGP 76569)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 24 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Kathy Sicard, Materials Management

INVITATION FOR BIDS FOR: **WATER TOWER, 12,000 GALLON, SELF-RAISING WHEEL MOUNTED (NIGP CODE 76569)**

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Two (2) or more, WATER TOWER, 12,000 GAL. SELF-RAISING WHEEL MOUNTED, to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango Phoenix, Arizona, as covered by purchase order only. Unit will be used by the County Transportation Department.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 WATER TOWER, PORTABLE:

MEGA MPT12 or equal.

2.1.1 Dimension / Capacities:

2.1.1.1 Overall Height Transport Position – Max. 13' 9"

2.1.1.2 Overall Length – Max. 41'

2.1.1.3 Overall Width – Max. 8' 6"

2.1.1.4 Dry Weight – Approx. 21,400 lbs.

2.1.1.5 Fill Spout Ground Clearance – Min. 12'

2.1.1.6 Raise Time – Max. 6 minutes

2.1.2 Self Raising System:

2.1.2.1 Type – Hydraulic system with heavy-duty pump and cylinders designed for raising tank to full height in approximately 5 minutes.

2.1.2.2 Power Supply Assembly – Min. 5 HP Honda or equal, industrial engine with ~~automatic low oil pressure shut off~~ and heavy-duty hydraulic pump. Power supply assembly shall be designed with easy access carrying handles so that the unit can be easily removed and transported after the tank is locked in the raised position; shall also be designed such that unit can be securely locked in place if necessary.

2.1.2.3 Hydraulic Oil Reservoir – Shall have adequate capacity for Arizona's extreme heat operating conditions.

2.1.2.4 Oil Filtration – Easy change spin-on filter, 10 micron or better.

2.1.2.5 Hydraulic Lines – All lines shall be heavy-duty industrial design with hi-volume quick dry-brake disconnects for power supply.

2.1.2.6 Hydraulic System Pressure – Min. 1000 PSI

2.1.2.7 Controls – Shall be conveniently positioned for easy operation.

2.1.2.8 Vandalism Protection – Locking caps on all fill ports **except engine**.

2.1.2.9 Stanchion Pins – Unit shall have capability of pins being installed and removed for ground level. Pin storage shall be supplied.

2.1.3 **Water Fill System:**

2.1.3.1 Inlets – Two individual 3” diameter inlets, each one shall have a 3” shut-off valve controlled by a single float mechanism, or equal system.

2.1.3.2 Float – Min. 6” diameter providing for a smooth shut-off when the tank is full.

2.1.3.3 Shut-Off Valve – Shall be positioned at the bottom of fill pipe to allow for easy maintenance at ground level when the tank is in lowered position.

2.1.4 **Tank / Base Construction:**

2.1.4.1 Stainless Steel Tank Assembly – Tank assembly shall be constructed of #304 stainless steel min. 3/16” thick. Any portion of the tank assembly that comes into contact with water shall be constructed of stainless steel, including all intake and outlet opening and pipe fittings welded to the tank.

2.1.4.2 Base Assembly – Using rectangular steel tubing or equal.

2.1.4.3 Support Legs – Constructed of 5” diameter steel pipe or equal.

2.1.4.4 Warranty – Base assembly, including support legs, shall be unconditionally guaranteed for a min. of 5 years.

2.1.5 **Water Discharge System:**

2.1.5.1 Discharge Tube – Shall be a min. 10” diameter with approx. 2000 gallon flow capacity.

2.1.5.2 Shut-Off Valve – Constant force wheel type or equal with positive closing system.

2.1.5.3 Spout Sock – Heavy-duty canvas or equal material designed for extreme heat and sunlight.

2.1.6 **Trailer System:**

2.1.6.1 Type – Heavy-duty integral trailer system designed specifically as part of the 12,000 gallon portable water tower system.

2.1.6.2 GVW – Min. 22,000 lbs.

2.1.6.3 Axle – Heavy-duty full width or equal axle design with necessary capacity for specified GVW. Axle bearing shall be oil lubricated and be equipped with hubs with sight glasses.

2.1.6.4 Brakes – Heavy-duty air type with automatic slack adjusters. Lining shall be heavy-duty non-asbestos type.

2.1.6.5 Tires / Wheels:

2.1.6.5.1 Tires – Four (4) like 11:00 x 22.5 12 ply heavy-duty radial trailer tires.

2.1.6.5.2 Wheels – Four (4) like heavy-duty 10-hole steel disc hub piloted type.

2.1.6.5.3 Fifth-Wheel Plate – Heavy-duty, oscillating design, shall pivot on centerline axis of the trailer.

2.1.6.6 Glad Hands – Standard type glad hands for hook-up to tractor, positioned above the frame arrangement to reduce possible damage.

2.1.6.7 Lighting – Heavy-duty hi-intensity LED lights that meet DOT regulations. Wiring shall be color coded, run in metal conduit and have rubber grommets used in metal openings to prevent wire chaffing. Trailer plug shall be a heavy-duty universal seven (7) conductor type installed on a heavy-duty round seven (7) conductor electric cable with adequate length for hooking up to tow vehicle; approx. 32” to 36”.

2.1.6.8 Man-Hole - One (1) 21" diameter, ¼" steel construction, raised approximately 4", installed on top center of the tank on the same end as the access ladder and guard rails; shall have a hinged cover with padlock capability.

2.1.6.9 Man-Hole Ladders – Heavy-duty steel construction, designed and constructed such as to provide for safe ingress and egress to the inside of the tank.

2.1.6.10 Access Ladder – Heavy-duty steel construction designed such as to provide a safe means for getting to the top of the tank. Grab handles and or handrails shall be provided as necessary for operator safety. Ladder shall be positioned at the front or rear of the tank, same end as the man-hole.

2.1.7 **Toolbox:**

DELTA, model 810000 or equal, approx. 32” long, 11” wide, 13” high, constructed of 16-gauge steel, top load design, key operated cam lock, full weather stripping. Box shall be installed in a convenient location with easy access for operator.

2.1.8 **Paint:**

Unit shall be thoroughly cleaned and have two coats each of industrial primer and white enamel applied.

2.1.9 **Safety Items / Requirements:**

2.1.9.1 Compliance – Complete unit including dealer installed items shall meet all AZ State, Federal and OSHA regulations, no exceptions.

2.1.9.2 Pressure Relief Valve – Hydraulics shall be equipped with safety relief valves.

2.1.9.3 Edges / Corners - All sharp edges and corners shall be rounded such as to prevent accidental personal injury.

2.1.9.4 Anti-Siphon Air Gap – Designed to meet Federal standards.

2.1.9.5 Fall Protection Anchor Points – Heavy-duty eyes shall be installed along top of the tank at the man-hole area. Anchor shall be capable of safely supporting the weight of a 300 lb. person in case of a fall.

2.1.9.6 Regulation Criteria – Complete unit shall meet or exceed all AZ State, Federal and OSHA regulation no exception.

2.1.10 **Warranty:**

Minimum warranty acceptable by Maricopa County on any components is 12 months from date of purchase. Stainless steel tank assembly 120 months minimum, frame assembly 60 months unconditional. Warranty shall cover all parts, labor and transportation if the unit has to be shipped back to manufacturer for repair.

2.1.11 **General Information:**

Unit shall have been completely inspected for bid spec compliance, tested and ready for full operation when delivered. Three (3) operator's manual for each unit purchased shall be supplied, one comprehensive (1) parts manual, two (2) maintenance/repair/overhaul manual total. **Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin (if applicable), Manuals, Warranty Paperwork and a copy of the P/O when the unit is delivered.** The minimum warranty acceptable by Maricopa County is 12 months, parts and labor.

2.2 DELIVERY:

Delivery shall be F.O.B. Destination within 180 days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.3 SHIPPING **DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.3.1 Contract Serial number.

2.3.2 Contractor's name and address.

2.3.3 Using Agency name and address.

2.3.4 Using Agency purchase order number.

2.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.4 **ACCEPTANCE:**

Upon delivery and/or successful installation, the equipment shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

Upon delivery and/or successful installation, the system(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.5 **TRAINING:**

The Contractor shall provide a minimum of four (4) hours to completely train County personnel in the use and care of the equipment.

2.6 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.7 BRAND NAME:

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.8 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment .

2.9 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.10 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.4 Certificates of Insurance.

3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.3.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 ORDERING AUTHORITY.

3.4.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management.

3.4.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.4.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.4.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT OFFICER, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 EVALUATION CRITERIA.

3.6.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.6.1.1 Compliance with specifications.

3.6.1.2 Price.

3.6.1.3 Determination of responsibility.

3.6.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.7 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) extra hard copy copy of Pricing Pages (Attachment A). Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.8.1 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.9 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.9.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies of Catalogs and/or Price Lists and one (1) extra hard copy of pricing,

3.9.2 **Mandatory:** Attachment "A", Pricing;

3.9.3 **Mandatory:** Attachment "B", Agreement; and

3.9.4 **Mandatory:** Attachment "C", References.

3.9.4 **Mandatory:** Technical and Descriptive Sales Literature (per paragraph 2.14)

3.10 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

WATER MOVERS, INC., PO BOX 66693, PHOENIX, AZ 85082

PRICING SHEET: C392802/B0700201

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

1.0 PRICING:

1.1 Two (2) (or more) WATER TOWER, 12,000 GAL SELF-RAISING WHEEL MOUNTED \$ 67,120.00 /each
in accordance with attached specifications, price shall include freight if any.

1.2 Manufacturer/Model: Klein/KPT120

1.3 Warranty (define, attachments may be used as amplifying data only) : 12 Months

1.4 Delivery (days ARO) : 120

1.5 F.O.B. Destination: X Yes No

1.6 Cutoff dates for ordering any of the above (to include options), if any. REQUIRED: 30 Days

2.0 OPTIONS: Options will be used as part of bid award process.

2.1 Power Unit Cover - Completely enclosed lockable cover. \$ No Charge /EA. *

2.2 Maricopa County Logo (Seal) - Shall be painted on each side of tank using
standard County coloration scheme. Logo shall be centered on the tank
top to bottom and front to rear.

2.2.1 36" DIAMETER - \$ N/A /EA.

2.2.2 48" DIAMETER - \$ N/A /EA.

* Klein power units are removable for security purposes.

Terms: Net 30

Vendor Number: W000008137 X

Telephone Number: 602-275-8822

Fax Number: 602-275-8833

Contact Person: Robin Ross

E-mail Address: gvaldez@watermovers.com

Company Web Site: www.watermovers.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2007.**